

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
COMPUTE NORTH HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 22-90273 (MI)
Debtors.	)	
	)	(Jointly Administered)
	)	
	)	

**NOTICE REGARDING EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES BEING ASSUMED UNDER THE PLAN**

**PLEASE TAKE NOTICE** that on December 21, 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors’ Joint Chapter 11 Plan, (III) Approving the Forms of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* (the “Disclosure Statement Order”) [Docket No. 715] that, among other things: (a) conditionally approved the Debtors’ *Disclosure Statement for the Second Amended Joint Liquidating Chapter 11 Plan of Compute North Holdings, Inc. and its Debtor Affiliates* (the “Disclosure Statement”) [Docket No. 683] as containing adequate information under section 1125(a) of the Bankruptcy Code; and (b) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the *Second Amended Joint Liquidating Chapter 11 Plan of Compute North Holdings, Inc. and its Debtor Affiliates* (the “Plan”) <sup>2</sup> [Docket No. 691].

**PLEASE TAKE FURTHER NOTICE** that under the terms of Section 5 of the Plan, except as otherwise expressly provided in (a) the Plan, (b) the Plan Supplement (including the Schedule of Assumed Executory Contracts and Unexpired Leases attached hereto), or (c) any other filing made before the Confirmation Hearing, including the Asset Purchase Agreements, all Executory Contracts and Unexpired leases shall be deemed automatically rejected as of the

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Compute North Holdings, Inc. (4534); Compute North LLC (7185); CN Corpus Christi LLC (5551); CN Atoka LLC (4384); CN Big Spring LLC (4397); CN Colorado Bend LLC (4610); CN Developments LLC (2570); CN Equipment LLC (6885); CN King Mountain LLC (7190); CN Minden LLC (3722); CN Mining LLC (5223); CN Pledgor LLC (9871); Compute North Member LLC (8639); Compute North NC08 LLC (8069); Compute North NY09 LLC (5453); Compute North SD, LLC (1501); Compute North Texas LLC (1883); Compute North TX06 LLC (5921); and Compute North TX10 LLC (4238). The Debtors’ service address for the purposes of these chapter 11 cases is 7575 Corporate Way, Eden Prairie, Minnesota 55344.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

Effective Date in accordance with, and subject to the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that you may be receiving this notice because the Debtors' records reflect that you or one of your affiliates are a party to an executory contract or unexpired lease listed on the Schedule of Assumed Executory Contracts and Unexpired Leases (the "Assumption Schedule") attached hereto as **Exhibit 1** with one or more of the Debtors.

**PLEASE TAKE FURTHER NOTICE** that except as set forth in Exhibit 1, there are no anticipated cure obligations with respect to any Executory Contract or Unexpired Lease to which the Debtors are a party.

**PLEASE TAKE FURTHER NOTICE** that any party wishing to object to the Debtors' proposed assumption or the assumption and assignment of an executory contract or unexpired lease must file with the Bankruptcy Court and serve a written objection setting forth the legal and factual bases for such objection (an "Assumption Objection") so that it is actually filed with the Bankruptcy Court and served on the following parties no later than fourteen (14) calendar days after the date of filing and service of this Assumption Notice (the "Assumption Objection Deadline");<sup>3</sup> (i) the counsel for the Debtors, Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, Texas 77002, Attn: James T. Grogan III (jamesgrogan@paulhastings.com); 200 Park Avenue, New York, New York 10166, Attn: Luc Despins, Sayan Bhattacharyya, and Daniel Ginsberg (lucdespins@paulhastings.com, sayanbhattacharyya@paulhastings.com, and danielginsberg@paulhastings.com); and 71 South Wacker Drive, Suite 4500, Chicago, Illinois 60606, Attn: Matthew Micheli and Michael Jones (mattmicheli@paulhastings.com and michaeljones@paulhastings.com); (ii) the applicable counterparties to the Rejected Contract(s), as set forth on **Exhibit A**; (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jayson B. Ruff and Jana Whitworth (Jayson.B.Ruff@usdoj.gov and Jana.Whitworth@usdoj.gov); (iv) counsel to the Committee, McDermott Will & Emery LLP, 2501 North Harwood Street, Suite 1900, Dallas, Texas 75201, Attn: Charles R. Gibbs (crgibbs@mwe.com); One Vanderbilt Avenue, New York, New York 10017, Attn: Kristin K Going, Darren Azman, Stacy A. Lutkus, and Natalie Rowles (kgoing@mwe.com, dazman@mwe.com, salutkus@mwe.com, and nrowles@mwe.com); and (v) Generate Lending, LLC and its counsel, Generate Lending, LLC, 461 5th Avenue, 8th Floor, New York, NY 10017, Attn: Loan Operations (credit.notice@generatecapital.com); Hunton Andrews Kurth LLP, 600 Travis Street, Houston, Texas 77002, Attn: Joseph W. Buoni, Timothy A. Davidson II, and Philip M. Guffy (josephbuoni@huntonak.com, taddavidson@huntonak.com, and philipguffy@huntonak.com); Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Christopher Marcus and Elizabeth Helen Jones (christopher.marcus@kirkland.com and elizabeth.jones@kirkland.com); and 609 Main Street, Houston, Texas 77022, Attn: Anna Rotman (anna.rotman@kirkland.com).

**PLEASE TAKE FURTHER NOTICE** that the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on **February 16, 2023, at 1:30 p.m.** prevailing Central Time, before the Honorable Marvin Isgur, in the United States

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<sup>3</sup> NTD: Page 8 (1.1.36) of the plan sets this cure/assumption objection deadline but the disclosure statement says the plan objection deadline is 1/26/23 at 4 pm.

Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 404, Houston, Texas 77002. Any objections to the assumption or assumption and assignment of the executory contracts and unexpired leases that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

**PLEASE TAKE FURTHER NOTICE THAT ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO OBJECT TIMELY TO THE PROPOSED ASSUMPTION OR ASSUMPTION AND ASSIGNMENT WILL BE DEEMED TO HAVE ASSENTED TO SUCH ASSUMPTION OR ASSUMPTION AND ASSIGNMENT.**

**PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF AN EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED OR ASSUMED AND ASSIGNED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS ASSUME OR ASSUME AND ASSIGN SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED OR ASSUMED AND ASSIGNED MAY BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE COURT.**

**PLEASE TAKE FURTHER NOTICE** that the Disclosure Statement, the Disclosure Statement Order, the Plan and related documents can be found at <https://dm.epiq11.com/case/ComputeNorthHoldings/info>.

*[Remainder of Page Intentionally Left Blank]*

Dated: January 18, 2023  
Houston, Texas

/s/ James T. Grogan III

**PAUL HASTINGS LLP**

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*Counsel to the Debtors and Debtors in Possession*

**Certificate of Service**

I certify that on January 18, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ James T. Grogan III

James T. Grogan III

**Exhibit A**

**Assumption Schedule<sup>1</sup>**

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<sup>1</sup> The inclusion of a contract or lease on this Assumption Schedule does not constitute an admission that the contract or lease does or does not constitute an executory contract or unexpired nonresidential real property lease under applicable law, or as to the existence or validity of any claims held by the counterparty or counterparties to such contract or lease.

**List of Executory Contracts and Unexpired Leases to be Assumed at the Confirmation Hearing**

<b>Counterparty</b>	<b>Contract Name</b>	<b>Debtor Entity</b>	<b>Cure Amount</b>
Bitmain Delaware Holding Company Inc.	Sponsorship Contract, dated August 11, 2021	Compute North LLC	\$0
Bitmain Technologies Ltd.	Future Sales and PA, dated March 17, 2021	Compute North LLC	\$0
Bitmain Technologies Ltd.	Memo of Understanding, dated June 25, 2021	Compute North LLC	\$0
Bitmain Technologies Ltd.	Non-Fixed Sales and PA, dated April 15, 2021	Compute North LLC	\$0
Bitmain Technologies Ltd.	Non-Fixed Sales and PA, dated November 17, 2021	Compute North LLC	\$0
Bitmain Technologies Ltd.	Sales Agreement, dated February 26, 2021	Compute North LLC	\$0
Bitmain Technologies Ltd.	Minerset Bitmain Settlement Agreement, dated September 1, 2021	Compute North LLC	\$0
Bmo Harris Bank Na	Treasury Services Addendum, dated January 19, 2022	Compute North LLC	\$0
Bmo Harris Bank Na	Treasury Services Agreement, dated February 1, 2022	Compute North Holdings Inc.	\$0
Charles Schwab Trust Bank	Plan ACH Form, dated August 3, 2022	Compute North LLC	\$0
Greenville Utilities Commission	Greenville Lease Agreement, dated September 2, 2021	Compute North NC08 LLC	\$0
Hubspot Inc.	Order 9282092-0	Compute North LLC	\$0
Ramp	End User License Agreement	Compute North LLC	\$0
RSM	RSM Tax Services SOW, dated October 3, 2022	Compute North LLC	\$0
Sage Intacct	Sage Quote	Compute North LLC	\$0
The Gene Allen Trust	5661 AgnesCompute North_CLEAN	Compute North LLC	\$0
Thomson Reuters	Order Form, dated February 16, 2022	Compute North LLC	\$0